

**THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

Before Commissioners: Pat Apple, Chairman
Shari Feist Albrecht
Jay Scott Emler

In the matter of a Compliance Agreement between) Docket No.: 17-CONS-3628-CMSC
Randon Production Company, Inc. (Operator) and)
Commission Staff regarding bringing the subject) CONSERVATION DIVISION
wells in Dickinson, Marion, and Morris County)
into compliance with K.A.R. 82-3-111.) License No.: 33005

ORDER APPROVING COMPLIANCE AGREEMENT

The above-captioned matter comes before the State Corporation Commission of the State of Kansas. Having examined the files and records, and being duly advised in the premises, the Commission finds and concludes as follows:

1. Commission Staff and Operator have executed a compliance agreement, which is attached as an exhibit. An additional, unsigned, high-resolution copy is also attached for reference purposes. Both documents are incorporated into this Order.

2. The compliance agreement provides a fair and efficient resolution of this matter.

THEREFORE, THE COMMISSION ORDERS:

A. The compliance agreement is approved and incorporated into this Order.

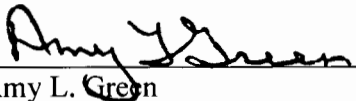
B. Any party affected by this Order may file with the Commission a petition for reconsideration pursuant to K.S.A. 77-529(a). The petition shall be filed within 15 days after service of this Order. If service of this Order is by mail, three days are added to the deadline. The petition shall be addressed to the Commission and sent to 266 N. Main, Ste. 220, Wichita, Kansas 67202.

C. The Commission retains jurisdiction over the subject matter and the parties for the purpose of entering such further order or orders as it may deem necessary.

BY THE COMMISSION IT IS SO ORDERED.

Apple, Chairman; Albrecht, Commissioner; Emler, Commissioner

Dated: MAY 02 2017



Amy L. Green
Secretary to the Commission

Mailed Date: May 2, 2017

JRM

COMPLIANCE AGREEMENT

This Agreement is between Randon Production Company, Inc. ("Operator") (License #33005) and Commission Staff ("Staff"). If the Commission does not approve this Agreement by a signed order, this Agreement shall not be binding on either party.

A. Background

1. Operator is responsible for the 63 wells ("the subject wells") on the attached lists. All of the wells are out of compliance with K.A.R. 82-3-111. Operator has asked for an agreement to avoid penalties while Operator works to plug the wells, return them to service, or obtain temporary abandonment status for them. Staff is supportive of an agreement.

B. Terms of Compliance Agreement

2. By June 30, 2017, Operator shall plug, return to service, or apply for temporary abandonment status for all of the subject wells on "List of Wells A". By July 31, 2017, Operator shall plug, return to service, or obtain temporary abandonment status for 3 of the subject wells on "List of Wells B". Operator shall plug, return to service, or obtain temporary abandonment status for an additional 3 of the subject wells on "List of Wells B" each three calendar months thereafter, resulting in all subject wells being returned to compliance by October 31, 2020.

3. If Operator fails to comply with any deadline described in Paragraph 2, then Operator shall be assessed a \$1,000 penalty for each missed deadline. If any of the subject wells on "List of Wells B" are not in compliance with K.A.R. 82-3-111 by being plugged, returned to service, or having temporary abandonment status, by January 31, 2021, then Operator shall be assessed an additional \$2,500 penalty, and Staff may plug the wells and assess the costs to Operator.

4. If Operator fails to comply with any of the above paragraphs, or if penalties or costs are owed, then Staff shall suspend Operator's license until compliance is obtained and the penalties or costs are paid. If Staff suspends Operator's license, then Staff shall send its standard notice of license suspension letter to Operator. If Staff finds Operator conducting oil and gas operations after 10 days from the date of a notice of license suspension letter, and Operator's license is still suspended, then Staff is authorized to seal all of Operator's oil and gas operations and to assess an additional \$5,000 penalty.

5. Operator agrees to waive its right to appeal any future orders of the Commission regarding this matter, any penalties or costs assessed under this Agreement, and any suspension of Operator's license implemented by Staff due to Operator's failure to comply with this Agreement. The terms of this Agreement shall remain binding upon Operator even if its interests in the subject wells are conveyed. However, any subject well transferred to another operator and then brought into

compliance with K.A.R. 82-3-111 shall no longer be the responsibility of Operator under this Agreement, and shall count towards Operator meeting its compliance obligations under this Agreement.

6. Except as described by this Agreement, Staff will not pursue Operator for any violation of K.A.R. 82-3-111 at the subject wells that occurred or occurs prior to January 31, 2021, except for wells brought into compliance after Commission approval of this Agreement that again fall out of compliance that remain on Operator's license.

7. If Staff discovers additional wells, not listed on Operator's well inventory, on leases where wells subject to this Agreement are currently located, then this Agreement may be amended to add such additional wells with the written consent of both Operator and Staff. If this Agreement is amended then Staff must file a statement to that effect in the Commission docket that will be created for this matter, also stating that Operator is not opposed to the addition of the wells. The addition of wells will not change the number of wells to be brought into compliance each calendar quarter, but may extend the final compliance deadline.

8. Once this Agreement has been in effect for two years, Staff may reopen negotiation with Operator about the terms of this Agreement at any time, upon giving Operator written notice of Staff's intent to do so. If Staff and Operator are unable to agree to new terms, and to submit those terms to the Commission for approval, within 90 days of Staff's written notice, then this Agreement shall be null and void upon Staff filing a statement to that effect in the Commission docket that will be created for this matter.

Commission Staff

By: Joshua D. Wright

Printed Name: Joshua D. Wright

Title: Litigation Counsel

Date: 4-24-17

Randon Production Company, Inc.

By: Kathleen I. Sprick

Printed Name: Kathleen I. Sprick

Title: owner / Sec

Date: 4-21-17

Randon Production Company, Inc.
License: 33005
List of Wells "A"

| | API WELL # | Well Name | WH_QTR | SEC | TWPN | RNGN | E / W | County |
|----|----------------|----------------|----------|-----|------|------|-------|--------|
| 1 | 15115190600000 | C REZNICEK 1 | NENENW | 22 | 17 | 4 | E | Marion |
| 2 | 15115301010000 | CHRISTNER 1 | SESE | 13 | 17 | 4 | E | Marion |
| 3 | 15115202000000 | CHRISTNER 3 | NWSE | 13 | 17 | 4 | E | Marion |
| 4 | 15115206710000 | EMMA STIKA 3 | W2N2NW | 22 | 18 | 4 | E | Marion |
| 5 | 15115208510000 | EMMA STIKA 4 | SESENW | 22 | 18 | 4 | E | Marion |
| 6 | 15115190200000 | HAAS - A 1 | W2NWNW | 15 | 18 | 4 | E | Marion |
| 7 | 15115005820000 | HENKE 1 | NENWSW | 34 | 17 | 4 | E | Marion |
| 8 | 15115190570000 | HENKE 1-1 | NESWSW | 34 | 17 | 4 | E | Marion |
| 9 | 15115190190000 | HOLSCHER 1 | NENWNE | 22 | 17 | 4 | E | Marion |
| 10 | 15115202280000 | MEIER 3 | E2E2SW | 10 | 18 | 4 | E | Marion |
| 11 | 15115204310001 | MEIER 4 | NWNWSW | 10 | 18 | 4 | E | Marion |
| 12 | 15115190210000 | NAVRAT, MIKE 3 | E2NWNW | 16 | 18 | 4 | E | Marion |
| 13 | 15115190220000 | NAVRAT, MIKE 4 | SEWNW | 16 | 18 | 4 | E | Marion |
| 14 | 15115214460001 | ROERHMAN A-2 | N2S2NESE | 22 | 17 | 4 | E | Marion |
| 15 | 15115213130000 | ROERHRMANN A-1 | NENESE | 22 | 17 | 4 | E | Marion |
| 16 | 15115201990000 | SETTERGRAM 1 | SWNE | 13 | 17 | 4 | E | Marion |
| 17 | 15127200650000 | SETTERGRAN B 1 | SWNW | 18 | 17 | 5 | E | Morris |
| 18 | 15127205790000 | SETTERGRAN B 3 | SWSWNW | 18 | 17 | 5 | E | Morris |
| 19 | 15115190690000 | SKLENAR A 3 | W2SWSW | 23 | 17 | 4 | E | Marion |
| 20 | 15115190580000 | STIKA, PETER 1 | NENESE | 16 | 18 | 4 | E | Marion |
| 21 | 15115190590000 | STIKA, PETER 2 | N2NWSE | 16 | 18 | 4 | E | Marion |
| 22 | 15115213450000 | SVITAK A 1 | N2S2NWSW | 15 | 18 | 4 | E | Marion |

Randon Production Company, Inc.
License: 33005
List of Wells "B"

| | API WELL # | Well Name | WH_QTR | SEC | TWPN | RNGN | E / W | County |
|----|----------------|-------------------|-----------|-----|------|------|-------|-----------|
| 1 | 15041190030000 | BIEHLER, JOHN B-1 | SWNWNE | 34 | 16 | 4 | E | Dickinson |
| 2 | 15115191800000 | COWMAN 1 | SENWNESW | 11 | 17 | 4 | E | Marion |
| 3 | 15115007810000 | COWMAN 2 | SWSWSW | 11 | 17 | 4 | E | Marion |
| 4 | 15115191810000 | COWMAN 5 | SWSENESEW | 11 | 17 | 4 | E | Marion |
| 5 | 15115200790000 | COWMAN 7 | NWSESEW | 11 | 17 | 4 | E | Marion |
| 6 | 15115202270000 | COWMAN 8 | SWSESEW | 11 | 17 | 4 | E | Marion |
| 7 | 15041190140000 | DAETWILER 2 | W2SE | 34 | 16 | 4 | E | Dickinson |
| 8 | 15115203720000 | EMMA STIKA 2 | SWSWNW | 22 | 18 | 4 | E | Marion |
| 9 | 15115192470000 | FRANTA 2 | NESE | 9 | 18 | 4 | E | Marion |
| 10 | 15115190180000 | FRANTA GEORGE 1 | SWSWSE | 9 | 18 | 4 | E | Marion |
| 11 | 15115205290000 | HENKE 4 | S2W2SW | 34 | 17 | 4 | E | Marion |
| 12 | 15115301000000 | IRVIN DAETWILER 2 | NESWNWNE | 11 | 17 | 4 | E | Marion |
| 13 | 15041190310000 | JOHN BIEHLER 9 | E2SWNE | 34 | 16 | 4 | E | Dickinson |
| 14 | 15115190640000 | KRCH A 1 | SWNW | 15 | 18 | 4 | E | Marion |
| 15 | 15115190630000 | KRCH B 1 | N2NW | 15 | 18 | 4 | E | Marion |
| 16 | 15115203410000 | MARTIN 1 | E2NENE | 10 | 17 | 4 | E | Marion |
| 17 | 15115201280000 | MARTIN-KITCH 10 | NWSWSW | 2 | 17 | 4 | E | Marion |
| 18 | 15115201410000 | MARTIN-KITCH 11 | SWNWSW | 2 | 17 | 4 | E | Marion |
| 19 | 15115190610000 | MARY STIKA 1 | S2SWSW | 10 | 18 | 4 | E | Marion |
| 20 | 15115204360000 | MEULI 1 | SWSWNW | 11 | 17 | 4 | E | Marion |
| 21 | 15127190020000 | NELSON 1 | SWSWNE | 15 | 17 | 5 | E | Morris |
| 22 | 15127190030000 | NELSON 3 | W2W2NE | 15 | 17 | 5 | E | Morris |
| 23 | 15115190230000 | NOVAK 1 | SESWSW | 24 | 17 | 4 | E | Marion |
| 24 | 15115201030000 | NOVAK 2 | SESW | 24 | 17 | 4 | E | Marion |
| 25 | 15115210460000 | PAGENKOPF 1 | NWSE | 26 | 17 | 4 | E | Marion |

Randon Production Company, Inc.

License: 33005

List of Wells "B"

| | | | | | | | | |
|----|----------------|------------------|--------|----|----|---|---|-----------|
| 26 | 15115001260000 | PODSZUS 1 | NWSE | 10 | 18 | 4 | E | Marion |
| 27 | 15115190240000 | PODSZUS 2 | SWSWSE | 10 | 18 | 4 | E | Marion |
| 28 | 15115200400000 | PODSZUS 3 | SWNWSE | 10 | 18 | 4 | E | Marion |
| 29 | 15115203840000 | PODSZUS 4 | NENESE | 10 | 18 | 4 | E | Marion |
| 30 | 15115203860000 | PODSZUS 5 | SESESE | 10 | 18 | 4 | E | Marion |
| 31 | 15115201220000 | POSPISIL 2 | NWNW | 11 | 17 | 4 | E | Marion |
| 32 | 15115205990000 | R MARTIN 2 | S2S2NE | 10 | 17 | 4 | E | Marion |
| 33 | 15115208380000 | R MARTIN 3 | W2E2NE | 10 | 17 | 4 | E | Marion |
| 34 | 15127200750000 | REMY 1 | SWSWNW | 15 | 17 | 5 | E | Morris |
| 35 | 15115190670000 | REZNICEK, WEST 4 | W2W2NW | 22 | 17 | 4 | E | Marion |
| 36 | 15115192190000 | SKLENAR 1 (A) | W2NWSW | 23 | 17 | 4 | E | Marion |
| 37 | 15115203710000 | SRAJER 1 | NWSE | 34 | 17 | 4 | E | Marion |
| 38 | 15115204280000 | SRAJER 2 | E2E2SE | 34 | 17 | 4 | E | Marion |
| 39 | 15115190300000 | STIKA, CHARLES 1 | SENESE | 16 | 18 | 4 | E | Marion |
| 40 | 15115190310000 | STIKA, CHARLES 3 | SWNESE | 16 | 18 | 4 | E | Marion |
| 41 | 15041001180001 | UTECH 1 | NENESE | 35 | 16 | 4 | E | Dickinson |

COMPLIANCE AGREEMENT

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A. Background

1. Operator is responsible for the 63 wells ("the subject wells") on the attached lists. All of the wells are out of compliance with K.A.R. 82-3-111. Operator has asked for an agreement to avoid penalties while Operator works to plug the wells, return them to service, or obtain temporary abandonment status for them. Staff is supportive of an agreement.

B. Terms of Compliance Agreement

2. By June 30, 2017, Operator shall plug, return to service, or apply for temporary abandonment status for all of the subject wells on "List of Wells A". By July 31, 2017, Operator shall plug, return to service, or obtain temporary abandonment status for 3 of the subject wells on "List of Wells B". Operator shall plug, return to service, or obtain temporary abandonment status for an additional 3 of the subject wells on "List of Wells B" each three calendar months thereafter, resulting in all subject wells being returned to compliance by October 31, 2020.

3. If Operator fails to comply with any deadline described in Paragraph 2, then Operator shall be assessed a \$1,000 penalty for each missed deadline. If any of the subject wells on "List of Wells B" are not in compliance with K.A.R. 82-3-111 by being plugged, returned to service, or having temporary abandonment status, by January 31, 2021, then Operator shall be assessed an additional \$2,500 penalty, and Staff may plug the wells and assess the costs to Operator.

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Commission Staff

Randon Production Company, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Randon Production Company, Inc.
License: 33005
List of Wells "A"

| | API WELL # | Well Name | WH_QTR | SEC | TWPN | RNGN | E / W | County |
|----|----------------|----------------|----------|-----|------|------|-------|--------|
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| 2 | 15115301010000 | CHRISTNER 1 | SESE | 13 | 17 | 4 | E | Marion |
| 3 | 15115202000000 | CHRISTNER 3 | NWSE | 13 | 17 | 4 | E | Marion |
| 4 | 15115206710000 | EMMA STIKA 3 | W2N2NW | 22 | 18 | 4 | E | Marion |
| 5 | 15115208510000 | EMMA STIKA 4 | SESENW | 22 | 18 | 4 | E | Marion |
| 6 | 15115190200000 | HAAS - A 1 | W2NWNW | 15 | 18 | 4 | E | Marion |
| 7 | 15115005820000 | HENKE 1 | NENWSW | 34 | 17 | 4 | E | Marion |
| 8 | 15115190570000 | HENKE 1-1 | NESWSW | 34 | 17 | 4 | E | Marion |
| 9 | 15115190190000 | HOLSCHER 1 | NENWNE | 22 | 17 | 4 | E | Marion |
| 10 | 15115202280000 | MEIER 3 | E2E2SW | 10 | 18 | 4 | E | Marion |
| 11 | 15115204310001 | MEIER 4 | NWNWSW | 10 | 18 | 4 | E | Marion |
| 12 | 15115190210000 | NAVRAT, MIKE 3 | E2NWNW | 16 | 18 | 4 | E | Marion |
| 13 | 15115190220000 | NAVRAT, MIKE 4 | SENWNE | 16 | 18 | 4 | E | Marion |
| 14 | 15115214460001 | ROERHMAN A-2 | N2S2NESE | 22 | 17 | 4 | E | Marion |
| 15 | 15115213130000 | ROERHRMANN A-1 | NENESE | 22 | 17 | 4 | E | Marion |
| 16 | 15115201990000 | SETTERGRAM 1 | SWNE | 13 | 17 | 4 | E | Marion |
| 17 | 15127200650000 | SETTERGRAN B 1 | SWNW | 18 | 17 | 5 | E | Morris |
| 18 | 15127205790000 | SETTERGRAN B 3 | SWSWNW | 18 | 17 | 5 | E | Morris |
| 19 | 15115190690000 | SKLENAR A 3 | W2SWSW | 23 | 17 | 4 | E | Marion |
| 20 | 15115190580000 | STIKA, PETER 1 | NENESE | 16 | 18 | 4 | E | Marion |
| 21 | 15115190590000 | STIKA, PETER 2 | N2NWSE | 16 | 18 | 4 | E | Marion |
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Randon Production Company, Inc.
License: 33005
List of Wells "B"

| | API WELL # | Well Name | WH_QTR | SEC | TWPN | RNGN | E / W | County |
|----|----------------|-------------------|-----------|-----|------|------|-------|-----------|
| 1 | 15041190030000 | BIEHLER, JOHN B-1 | SWNWNE | 34 | 16 | 4 | E | Dickinson |
| 2 | 15115191800000 | COWMAN 1 | SENWNESW | 11 | 17 | 4 | E | Marion |
| 3 | 15115007810000 | COWMAN 2 | SWSWSW | 11 | 17 | 4 | E | Marion |
| 4 | 15115191810000 | COWMAN 5 | SWSENESEW | 11 | 17 | 4 | E | Marion |
| 5 | 15115200790000 | COWMAN 7 | NWSESEW | 11 | 17 | 4 | E | Marion |
| 6 | 15115202270000 | COWMAN 8 | SWSESEW | 11 | 17 | 4 | E | Marion |
| 7 | 15041190140000 | DAETWILER 2 | W2SE | 34 | 16 | 4 | E | Dickinson |
| 8 | 15115203720000 | EMMA STIKA 2 | SWSWNW | 22 | 18 | 4 | E | Marion |
| 9 | 15115192470000 | FRANTA 2 | NESE | 9 | 18 | 4 | E | Marion |
| 10 | 15115190180000 | FRANTA GEORGE 1 | SWSWSE | 9 | 18 | 4 | E | Marion |
| 11 | 15115205290000 | HENKE 4 | S2W2SW | 34 | 17 | 4 | E | Marion |
| 12 | 15115301000000 | IRVIN DAETWILER 2 | NESWNWNE | 11 | 17 | 4 | E | Marion |
| 13 | 15041190310000 | JOHN BIEHLER 9 | E2SWNE | 34 | 16 | 4 | E | Dickinson |
| 14 | 15115190640000 | KRCH A 1 | SWNW | 15 | 18 | 4 | E | Marion |
| 15 | 15115190630000 | KRCH B 1 | N2NW | 15 | 18 | 4 | E | Marion |
| 16 | 15115203410000 | MARTIN 1 | E2NENE | 10 | 17 | 4 | E | Marion |
| 17 | 15115201280000 | MARTIN-KITCH 10 | NWSWSW | 2 | 17 | 4 | E | Marion |
| 18 | 15115201410000 | MARTIN-KITCH 11 | SWNWSW | 2 | 17 | 4 | E | Marion |
| 19 | 15115190610000 | MARY STIKA 1 | S2SWSW | 10 | 18 | 4 | E | Marion |
| 20 | 15115204360000 | MEULI 1 | SWSWNW | 11 | 17 | 4 | E | Marion |
| 21 | 15127190020000 | NELSON 1 | SWSWNE | 15 | 17 | 5 | E | Morris |
| 22 | 15127190030000 | NELSON 3 | W2W2NE | 15 | 17 | 5 | E | Morris |
| 23 | 15115190230000 | NOVAK 1 | SESWSW | 24 | 17 | 4 | E | Marion |
| 24 | 15115201030000 | NOVAK 2 | SESW | 24 | 17 | 4 | E | Marion |
| 25 | 15115210460000 | PAGENKOPF 1 | NWSE | 26 | 17 | 4 | E | Marion |

Randon Production Company, Inc.
License: 33005
List of Wells "B"

| | | | | | | | | |
|----|----------------|------------------|--------|----|----|---|---|-----------|
| 26 | 15115001260000 | PODSZUS 1 | NWSE | 10 | 18 | 4 | E | Marion |
| 27 | 15115190240000 | PODSZUS 2 | SWSWSE | 10 | 18 | 4 | E | Marion |
| 28 | 15115200400000 | PODSZUS 3 | SWNWSE | 10 | 18 | 4 | E | Marion |
| 29 | 15115203840000 | PODSZUS 4 | NENESE | 10 | 18 | 4 | E | Marion |
| 30 | 15115203860000 | PODSZUS 5 | SESESE | 10 | 18 | 4 | E | Marion |
| 31 | 15115201220000 | POSPISIL 2 | NWNW | 11 | 17 | 4 | E | Marion |
| 32 | 15115205990000 | R MARTIN 2 | S2S2NE | 10 | 17 | 4 | E | Marion |
| 33 | 15115208380000 | R MARTIN 3 | W2E2NE | 10 | 17 | 4 | E | Marion |
| 34 | 15127200750000 | REMY 1 | SWSWNW | 15 | 17 | 5 | E | Morris |
| 35 | 15115190670000 | REZNICEK, WEST 4 | W2W2NW | 22 | 17 | 4 | E | Marion |
| 36 | 15115192190000 | SKLENAR 1 (A) | W2NWSW | 23 | 17 | 4 | E | Marion |
| 37 | 15115203710000 | SRAJER 1 | NWSE | 34 | 17 | 4 | E | Marion |
| 38 | 15115204280000 | SRAJER 2 | E2E2SE | 34 | 17 | 4 | E | Marion |
| 39 | 15115190300000 | STIKA, CHARLES 1 | SENESE | 16 | 18 | 4 | E | Marion |
| 40 | 15115190310000 | STIKA, CHARLES 3 | SWNENE | 16 | 18 | 4 | E | Marion |
| 41 | 15041001180001 | UTECH 1 | NENESE | 35 | 16 | 4 | E | Dickinson |

CERTIFICATE OF SERVICE

I certify that on May 2, 2017, I caused a complete and accurate copy of this Order to be served via United States mail, with the postage prepaid and properly addressed to the following:

Randy or Kathleen Svitak
Randon Production Company Inc.
2863 Sunflower
Marion, Kansas 66861

and delivered by e-mail to:

Dan Fox
KCC District 2

Joshua D. Wright, Litigation Counsel
KCC Central Office

/s/ Cynthia K. Maine
Cynthia K. Maine
Administrative Assistant
Kansas Corporation Commission